### IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

| IN RE:   | BANKRUPTCY CASE         |
|--|-------------------------|
| CASSANDRA JOHNSON LANDRY,                                      | NO. <u>18-55697-lrc</u> |
| Debtor.  | CHAPTER 7               |
| KING GROUP MGMT, LLC, and SUKHMANI INVESTMENTS, LLC,  Movants, |                         |
| vs.  | CONTESTED MATTER        |
| CASSANDRA JOHNSON LANDRY, Debtor, S. GREGORY HAYS, Trustee,    |                         |
| Respondents.   |                         |
|  |                         |

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE that Movants have filed a **MOTION FOR RELIEF FROM THE AUTOMATIC STAY** and related papers with the Court seeking an Order Granting Relief from Stay.

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the **MOTION FOR RELIEF FROM THE AUTOMATIC STAY** in Courtroom 1204 of the U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, Georgia 30303 at **10:00 AM** on **January 10, 2019.** 

Your rights may be affected by the court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Clerk's Office is:

Bankruptcy Clerk, U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movants waive the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. Movants consent to the automatic stay remaining in effect until the Court orders otherwise.

This 13th day of December, 2018.

Rountree & Leitman, LLC

By: /s/ David S. Klein
David S. Klein
Georgia Bar No. 183389
dklein@randllaw.com
Counsel for Movants

2800 North Druid Hills Road Building B, Suite 100 Atlanta, Georgia 30329 (404) 856-0540

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

IN RE: BANKRUPTCY CASE

CASSANDRA JOHNSON LANDRY, NO. <u>18-55697-lrc</u>

Debtor. CHAPTER 7

KING GROUP MGMT, LLC, and SUKHMANI INVESTMENTS, LLC,

Movants,

vs. CONTESTED MATTER

CASSANDRA JOHNSON LANDRY, Debtor, S. GREGORY HAYS, Trustee,

Respondents.

### MOTION FOR RELIEF FROM THE AUTOMATIC STAY

King Group Mgmt, LLC and Sukhmani Investments, LLC (collectively, the "Movants") file this Motion for Relief from the Automatic Stay to, among other things, allow it to proceed with a state law dispossessory action against Cassandra Johnson Landry ("Debtor"). In support of this Motion, Movants respectfully show this Court the following:

- 1. This is a Motion under Section 362(d)(1) of the Bankruptcy Code for relief from the stay for all purposes allowed by law, including, but not limited to, the right to dispossess Debtor, of certain real property.
- 2. Movants purchased the property otherwise known as 3356 Habersham at Northlake, Building H, Tucker, Georgia (the "Property") at a foreclosure sale held on August 7, 2018. A true

and correct copy of the Deed Under Power of Sale recorded in the Superior Court of DeKalb County real estate records is attached hereto as Exhibit "A" and incorporated herein by reference.

- 3. On August 20, 2018, Movants filed a dispossessory warrant in the Magistrate Court of DeKalb County against Alliance for Change Through Treatment, LLC ("Alliance"), Debtor, and All Others, assigned a case number of 18D54764.
  - 4. Upon information and belief, Debtor is the sole member of Alliance.
- 5. On October 15, 2018, Debtor filed a "Letter" with the Magistrate Court informing it that she had filed this bankruptcy action. A true and correct copy of this Letter is attached hereto as Exhibit "B" and incorporated herein by reference.
  - 6. This is the first time that Movants became aware of Debtor's bankruptcy filing.
- 7. The Magistrate Court held a hearing on December 13, 2018, whereby the Magistrate Court indicated it would not proceed with issuance of a Writ of Possession or further hearing until receiving an Order from this Court lifting the automatic stay.
- 8. The Magistrate Court has re-set the underlying hearing for January 23, 2019 to allow time for Movants to obtain relief from this Court.
- 9. The Debtor and Alliance continue enjoying the benefits of possessing the Property as a possible tenant-at-sufferance after the foreclosure sale of the Property and without tendering any rent to Movants.
- 10. Movants desire to use any and all legal means to take possession of the Property and remove any and all personal property of the Debtor and Alliance from the Property but is unable to do so as long as the automatic stay is in effect.

11. Movants are not adequately protected and hereby shows that there is cause for relief

from the stay, as (i) the Debtor and Alliance are tenants-at-sufferance after the foreclosure sale of

the Property, and (ii) the Movants are unable to dispossess the Debtor, Alliance, and/or other

occupants and remove their respective personal property from therein because of the stay. 11

U.S.C. § 362(d)(1).

12. Furthermore, relief from the stay is appropriate, because the Debtor does not have

equity in the Property and the Property is not necessary to an effective reorganization. 11 U.S.C.

§ 362(d)(2)(A)-(B).

**WHEREFORE**, the Movant requests for the following relief:

(1) an Order lifting the stay, authorizing Movants to, among other things,

exercise their state law rights to take possession of the Property and remove any personal property

from the Property.

(2) that the Court waive the 14-day stay of Bankruptcy Rule 4001(a)(3); and

(3) for such other and further relief as the Court deems just and equitable.

Respectfully submitted, this 13th day of December, 2018.

Rountree & Leitman, LLC

By: /s/ David S. Klein

David S. Klein

Georgia Bar No. 183389

dklein@randllaw.com

**Counsel for Movants** 

2800 North Druid Hills Road Building B, Suite 100 Atlanta, Georgia 30329

(404) 856-0540

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Filed and Recorded: 8/13/2018 5:05:47 PM Debra DeBerry Clerk of Superior Court DeKalb County, Georgia

After recording return to: Arnall Golden Gregory LLP 171 17th Street, NW, Suite 2100 Atlanta, Georgia 30363 Attn: David B. McAlister, Esquire **CROSS REFERENCE TO:** Deed Book 25998, Page 1, DeKalb County Georgia Records,

#### **DEED UNDER POWER OF SALE**

THIS INDENTURE, made this 7th day of August, 2018, by ALLIANCE FOR CHANGE THROUGH TREATMENT, LLC ("Grantor"), acting through its duly appointed agent and attorney-in-fact, SILVERLEAF FUNDING, LLC ("Lender"), and KING GROUP MGMT LLC, as to a 66.67% undivided interest, and SUKHMANI INVESTMENTS, LLC, as to a 33.33% undivided interest (collectively, "Grantee");

#### WITNESSETH:

WHEREAS, Grantor executed and delivered to Woodbridge Mortgage Investment Fund 3A, LLC ("Woodbridge") a certain Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement, dated December 9, 2016, recorded in Deed Book 25998, Page 1, DeKalb County, Georgia records, as assigned by Woodbridge to Lender by Assignment of Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement, dated June 11, 2018, recorded in Deed Book 26986, Page 319, aforesaid records (collectively, the "Security Deed"), conveying the hereinafter described property, which Security Deed secures the payment of that certain Promissory Note, dated December 9, 2016, from Grantor to Woodbridge, in the original principal amount of \$227,000.00, as assigned by Woodbridge to Lender (collectively, the "Note"), with interest as specified therein, and such other indebtedness of Grantor as is defined in the Security Deed; and

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1 of 4 12/13/2018, 11:04 AM WHEREAS, default under the terms of the Note and Security Deed has occurred, and whereas by reason of said default, Lender elected pursuant to the terms of the Note and Security Deed to declare the entire outstanding indebtedness due under the Note and secured by the Security Deed immediately due and payable; and

WHEREAS, the entire outstanding indebtedness still being in default, and according to the terms of the Security Deed, Lender did advertise said property for sale once a week for four weeks in a newspaper in DeKalb County, Georgia, wherein the Sheriff carried his advertisement, namely *The Champion*, said dates of publication being July 12, 2018, July 19, 2018, July 26, 2018 and August 2, 2018; and

WHEREAS, the Notice of Foreclosure Sale in the form of a copy of the Notice of Sale submitted to the publisher was provided to the Grantor at least thirty days prior to the foreclosure sale date; and

WHEREAS, Lender did expose the hereinafter described property for sale to the highest bidder for cash on the first Tuesday in August, 2018, within the legal hours of sale at the usual place for conducting Sheriff's sales in DeKalb County before the Courthouse door at Decatur, Georgia, in said County, and offered said property for sale at public outcry to the highest bidder for cash, when and where Grantee bid TWO HUNDRED FORTY-ONE THOUSAND ONE AND No/100 DOLLARS (\$241,001.00); and

WHEREAS, the aforementioned bid by Grantee was the highest and best bid, the hereinafter described property was knocked off to Grantee for said sum bid by Grantee;

NOW, THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the Security Deed, the Grantor, acting through Lender, as Grantor's attorney-in-fact, has bargained, sold, granted, and conveyed and by these presents does hereby bargain, sell, grant and convey to the Grantee, its heirs, representatives, successors, and assigns, the fee simple interest of the Grantor in the following described property:

ALL THAT TRACT OR PARCEL of land situate, lying and being in Land Lot 210 of the 18<sup>th</sup> District, DeKalb County, Georgia, being known and designated as Building H (formerly known and commonly referred to as Building 800 and on occasion as Unit One), Habersham at Northlake Condominium, together with its

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appurtenant percentage of undivided interest in the common elements as described in that certain Amended and Restated Declaration of Condominium for Habersham at Northlake Condominium recorded in Deed Book 4836, Page 439, DeKalb County records, as amended by First Amendment dated September 30, 1983, and recorded in Deed Book 4844, Page 361, DeKalb County records and by Second Amendment dated March 19, 1984 and recorded in Deed Book 4938, Page 673, DeKalb County records, by Third Amendment dated July 16, 1984, recorded in Deed Book 5023, page 317, Corrective Third Amendment dated August 10, 1984, recorded in Deed Book 5041, Page 781, DeKalb County records, Fourth Amendment dated August 10, 1984, recorded in Deed Book 5041, page 784, DeKalb County records, and Fifth Amendment dated February 4, 1985 and recorded in Deed Book 5146, Page 114, DeKalb County deed records, and in accordance with Plat recorded in Condominium Plat Book 5, page 125, as well as Condominium Plans filed in Condominium Plans File 127, said Clerk's office. Said Declaration, Site Plan and Condominium Plans are incorporated herein for all purposes, subject to (A) recorded utility easements serving the abovedescribed property, and (B) restrictions contained in the Declaration.

Said property being commonly known as 3556 Habersham at Northlake, Building H, Tucker, Georgia.

Together with all and singular the rights, members, and appurtenances thereto appertaining; also, all the estate, right, title, interest, claim, or demand of Grantor, its successors, representatives, and assigns, legal, equitable, or otherwise whatsoever, in and to the same.

TO HAVE AND TO HOLD the same premises and every part thereof unto the said Grantee, its successors and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in as full and ample a manner as Grantor, or its successors and assigns, did hold and enjoy the same.

This conveyance is made subject to any and all outstanding ad valorem taxes, assessments, restrictions, restrictive covenants, rights-of-way and easements of record, if any.

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**Document** 

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DEED BOOK 27084 Ps 691
Debra DeBerry
Clerk of Superior Court
DeKalb Counts, Georgia

IN WITNESS WHEREOF, Lender, as Agent and Attorney-in-Fact for Grantor, has hereunto affixed its hand and seal, the day and year first above written.

> SILVERLEAF FUNDING, LLC, as Agent and Attorney-in-Fact for ALLIANCE FOR CHANGE THROUGH TREATMENT, LLC

Signed, sealed and delivered

in the presence of:

**Unofficial Witness** 

By: Name: Title:

Bradley CRO

Notary Public Robertal Aranda

My Commission Expires:

April 28,2021

[NOTARIAL SEAL]

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ROBERTA L. ARANDA Notary Public – California Los Angeles County Commission # 2194449 My Comm. Expires Apr 28, 2021 [SEAL]

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12/13/2018, 11:04 AM

# **EXHIBIT** "B"

| IN THE MICIGISTICATE COURT OF DEKALB COUNTY  |             |
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| SIGNATURE: CANCIAL DICTOR  | ,           |
| C) Landay 1967@ gmail. Com   |             |

| King Group Mgmt, LLC and Sukhmani Investments, LLC   | MAGISTRATE COURT OF DEKALB COUNTY  |
|--|--|
| c/o Rountree & Leitman, LLC<br>2800 N. Druid Hills Rd., Bldg. B, Ste. 100, Allanta, GA 30329   | DISPOSSESSORY<br>WARRANT   |
| Plaintiff's Name and Address VS.   | Plaintiff's Attorney and Address Ga. Bar No. 183389  |
| Alliance for Change Through Treatment, LLC, Cassendra Johnson-Landry   | David S. Klein   |
| anti All Others  3656 Habersham at Northlake, Aldy, H. Tucker, GA 30094  | Rountree & Leitman, LLC  |
| 3656 Habersham at Northlake, Bidg. H, Tucker, GA 30084   | 2800 N. Druid Hills Rd., Bldg B., Ste. 100, Atlanta, GA 3032   |
| Defendant's Name and Address ersonally appeared the undersigned who upon oath says that he is  | s (owner), (attorney at law), (agent), (attorney in fact) for the  |
| wher of said premises, and that Defendant is in possession as tenar URTHER:  That said tenant falls to pay rent now due thereon; That tenant is holding said house and premises over and beyon. That said tenant is a tenant at sufference;  The said owner desires and has demanded possession of said hous elendant and affair makes this affidavit that a warrant may issue for   | nt of premises at the above address in DeKalb County.  Indicate the term for which the same was rented or leased to him;  Indicate the same has been refused by the sail   |
| ald house and premises.  LAINTIFF PRAYS:  a) judgment for the past due rent in the amount of \$  | te of \$per  |
| SUMMOI   |  |
| O THE MARSHAL of the State Court of DeKalb County or his lawk  |  |
| Court of DeKalb County, 2nd Floor, Suite 270, Administrative Tower,<br>Georgia within seven (7) days from the date of service of the within affic<br>seventh day falls on Saturday, Sunday or legal holiday) then and there to<br>a denuity clerk). If such answer is not made to said afficavit on or before the  | davit and summons (or on the lifst business day thereafter in the carrier such attitudes to writing or orally (orally means infront or   |
| wit of possession shall issue instanter as by law provided, and a judgm he complaint.  Witness, the Honorable Berryl A. And reconstruction works.  Swork to, subscriped and filed before me, this  | he day of  |
| wit of possession shall issue instanter as by law provided, and a judgm he complaint.  Witness, the Honorable Berryl A. And reconstruction works, which works, works, works, which works, works, works, which works, works, which works, which works, works, which works, w | nent by default will be taken against you for all rents demanded in the state of th |
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**Filing History** 



| Filing Status | Filing Code | Filing Type   | Filing Description         | Clier       |
|---------------|-------------|---|----------------------------|-------------|
|               |             | Group Mgmt, LLC,Sukhi<br>gust 30, 2018 at 2:51 PM EST by ca | mani Investments, LLC VS A | liance for  |
| Draft         | Answer      | EFile   | ANSWER TO DISSOP WARR.     | ANT ACT     |
|               | -           | Group Mgmt, LLC,Sukh<br>gust 30, 2018 at 2:41 PM EST by ca  | mani Investments, LLC VS A | lliance for |
|               | _           | Group Mgmt, LLC,Sukh<br>gust 30, 2018 at 12:34 PM EST by o  | mani Investments, LLC VS A | liance for  |
| 1             | 20          | items per page  | 1 - 3 of 3                 | items       |

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| Information to identify the case: |  |  |  |  |  |  |
|-----------------------------------|--|--|--|--|--|--|
| Debtor 1                          | Cassandra Johnson Landry                     | Social Security number or ITIN 408-21-5102 |  |  |  |  |
| 1                                 | First Name Middle Name Last Name             | EIN  |  |  |  |  |
| Debtor 2<br>(Spouse, if filing)   | First Name Middle Name Last Name             | Social Security number or ITIN             |  |  |  |  |
|                                   | ,  | EIN  |  |  |  |  |
|                                   | ankruptcy Court Northern District of Georgia | Date case filed in chapter 13 4/3/18       |  |  |  |  |
| Case number:                      | 1855697Irc                                   | Date case converted to chapter 7 9/14/18   |  |  |  |  |

## Official Form 309A (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case — No Proof of Claim Deadline

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consuit an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <a href="www.pacer.gov">www.pacer.gov</a>). Copy fees or access charges may apply. A free automated response system is available at 866–222–8029 (Georgia Northem). You must have case number, debtor name, or SSN when calling.

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court

|   | About Debtor 1:   | About Debtor 2:              |  |
|---|---|------------------------------|--|
| 1. Debtor's full name                       | Cassandra Johnson Landry  |                              |  |
| 2. All other names used in the last 8 years | aka Cassandra Landry  |                              |  |
| 3. Address                                  | 869 Natchez Valley Trace '<br>Grayson, GA 30017   |                              |  |
| 4. Debtor's attorney Name and address       | Pro Se  |                              |  |
| 5. Bankruptcy trustee<br>Name and address   | Neil C. Gordon<br>Arnall, Gölden & Gregory, LLP<br>Suite 2100<br>171 17th Street, NW<br>Atlanta, GA 30363 | Contact phone (404) 873-8596 |  |

For more information, see page 2 >

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Official Form 309A (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline

Debtor Cassandra Johnson Landry

Case number 18-55697-irc

|     | Bankruptcy clerk's office  | M. Regina Thomas<br>Clerk of Court   | Office Hours: 8:00 a.m 4:00 p.m.   |                    |
|-----|--|--|--|--------------------|
|     | Documents in this case may be filed at this address: You may inspect all records filed in this case at this office or online at <a href="https://www.pacer.gov">www.pacer.gov</a> .  | 1340 United States Courthouse<br>75 Ted Türner Drive SW<br>Atlanta, GA 30303   | Court website: www.ganb.uscourts.gbv Contact phone 404–215–1000  |                    |
| 7.  | Meeting of creditors   | October 16, 2018 at 01:00 PM   | Location:  | _                  |
|     | Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Bring a copy of this notice with you. Creditors may attend, but are not required to do so. Cellular phones and other devices with cameras are not allowed in the building. | The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.  TO THE DEBTOR: Bring an original government issued photo ID and confirmation of social security number. Provide the Trustee a copy of your most recently filed tax return seven   | Third Floor – Room 365, Russell<br>Federal Building, 75 Ted Turner Drive<br>SW, Atlanta, GA 30303  | e                  |
|     |  | days prior to the meeting, but DO NOT FILE WITH THE COURT.   |  | }                  |
| 8.  | Presumption of abuse   | The presumption of abuse does not arise.   |  |                    |
|     | If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.  |  |  |                    |
| 9.  | Deadlines  | File by the deadline to object to discharge or to challenge whether certain debts are  | Filing deadline: 12/17/18  |                    |
|     | The bankruptcy clerk's office must receive these documents and any   | dischargeable:   |  |                    |
|     | required filing fee by the following deadlines.  | You must file a complaint:  • if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or   |  |                    |
|     |  | <ul> <li>if you want to have a debt-excepted from discharge<br/>under 11 U.S.C § 523(a)(2), (4), or (6).</li> </ul>  |  |                    |
|     | <i>t</i>   | You must file a motion:  | ,  |                    |
|     | ·  | <ul> <li>If you assert that the discharge should be denied<br/>under § 727(a)(8) or (9).</li> </ul>  |  |                    |
|     |  | Deadline to object to exemptions:  The law permits debtors to keep certain property as exempt: if you believe that the law does not authorize an exemption claimed, you may file an objection.   | Filing deadline: 30 days after the conclusion the meeting of creditors   | on of              |
| 10. | . Proof of claim   | No property appears to be available to pay cre   | ditors. Therefore, please do not file a pro  | oof                |
|     | Please do not file a proof of claim unless you receive a notice to do so.  | of claim now. If it later appears that assets are<br>you another notice telling you that you may file  | a proof of claim and stating the deadline  |                    |
| 11. | Creditors with a foreign address   | If you are a creditor receiving a notice mailed to asking the court to extend the deadlines in this United States bankruptcy law if you have any court of the cou | s notice. Consult an attorney familiar with  | on                 |
|     | . Exempt property  | The law allows debtors to keep certain propert be sold and distributed to creditors. Debtors me You may inspect that list at the bankruptcy clear believe that the law does not authorize an exe an objection. The bankruptcy clerk's office multiple to exemptions in line 9.  In Debtors) Notice of Chapter 7 Bankruptcy Case — No   | ust file a list of property claimed as exertifies office or online at <a href="https://www.pacer.gov">www.pacer.gov</a> . If mption that the debtors claim, you may first receive the objection by the deadline to | npt.<br>you<br>ile |

### UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

IN RE: \*

CHAPTER 7

CASSANDRA JOHNSON LANDRY,

CASE NO. 18-55697-LRC

DEBTOR.

### NOTICE OF APPOINTMENT OF INTERIM TRUSTEE AND RESCHEDULED MEETING OF CREDITORS

Neil C. Gordon having rejected the appointment as interim trustee, the United States Trustee gives notice that, pursuant to 11 U.S.C. § 701, Robert Trauner is appointed as interim trustee in this case and is designated to preside over the meeting of creditors. The trustee shall serve under the blanket bond heretofore approved. Unless creditors at the first meeting of creditors held pursuant to 11 U.S.C. § 341(a) elect another trustee, the interim trustee appointed herein shall serve as trustee without further appointment or qualification under the same bond.

The name and address of the interim trustee and the date, time, and location of the rescheduled meeting of creditors are as follows:

Robert Trauner P.O. Box 421025

Atlanta, GA 30328 -0825 E-mail: rtrauner9@gmail.com

Phone: (404) 520-1496

October 22, 2018, at 3:30 p.m.

Third Floor, Room 367

Richard Russell Federal Building & U.S. Courthouse

75 Ted Turner Drive, S.W.

Atlanta, GA 30303

Notice given by:

DANIEL M. MCDERMOTT UNITED STATES TRUSTEE, REGION 21

s/ Jeneane Treace

R. Jeneane Treace
Georgia Bar No. 716620
United States Department of Justice
Office of the United States Trustee
362 Richard B. Russell Federal Building
75 Ted Turner Drive, S.W.
Atlanta, Georgia 30303
(404) 331-4437
jeneane.treace@usdoj.gov

| Debtor: Cassandra Johnso   | n Landry                                 | Chapter 13 Pl             | on Section 3. | 2           | Case         | : Numi                              | ber: 18- | 55 <del>69</del> 7 |                |
|--|--|---------------------------|---------------|-------------|--------------|-------------------------------------|----------|--------------------|----------------|
|  |  |                           |               | V. 10. 10.  |              |                                     |          |                    |                |
|  |  |                           |               |             | 1            | 10/3 - 3<br>40 J 10                 |          |                    | Account Number |
| H&R Block  | 285,000.00                               | 1440 Highland             | 313,500       | Voknown     | Unknown      | 5.950                               | 0.00     | 0.00               | 2428           |
| ☐ Han Block  | 221,770.15                               | 1440 Highland             |               | Unknown     | Unknows      | 7.072                               | 0.00     | oʻoc               | 1428           |
| A Company of the Comp |  |                           |               |             |              |                                     |          |                    |                |
|  |  |                           |               |             |              |                                     |          |                    |                |
|  |  |                           |               |             |              |                                     |          |                    |                |
| ☐ HAR Block  | 348,518.40                               | 1440 Highland             | 313,500,00    | Unknown     | Unknowi      | 5.900                               | 0.00     | 0,00               | 1008           |
| HAR Block  | 71,349.42                                | 1440 Highland             | 313,500.0     | O Unknown   | Unknown      | 8,504                               | 0.00     | o'ab               | Mes            |
|  |  |                           |               |             | in many      |                                     |          |                    |                |
|  |  |                           |               |             |              | alisto più produ<br>Constanto più a |          |                    |                |
|  |  |                           |               |             |              |                                     |          |                    |                |
| H&R Block  | 275,542.90                               | 1440 Himbler              | 313,500.9     | O Unknown   | Unknown      |                                     | 0.00     | 0.00               | 1428           |
| ReadyCop Londing   | 455,834.73                               | 3547 Bldgf                | 370,000.00    | Unknown     | Unknown      | 5,75                                | 0.00     | 0.00               | 5002           |
|  |  |                           |               | 220000      | of metapolic |                                     |          | V 700              |                |
|  |  |                           |               |             |              |                                     |          |                    |                |
|  |  |                           |               |             |              |                                     |          |                    |                |
| ☐ First Franklin   | 440,257.50                               | 04/21/2006<br>869 Natchez | A44 000 00    | Unknosm     | Unimawn      | 6.750                               | 0.00     | 0.00               | 4492           |
| Citifinancial Mortgo   | 204,250                                  | 2963 Sweeth               | ter 179,500.  | X) Unjugavn | Unkneisen    | 8.95                                | 00.0     | 9.00               | 5102           |
|  |  |                           |               |             |              |                                     |          |                    |                |
|  |  |                           |               |             |              |                                     |          |                    |                |
|  |  |                           |               |             |              | 7.2 g                               |          |                    |                |
| Woodbridge Grou  | p 227,000.00                             | 3554 Bidg H               | 370,000       | Vaknosm     | Unknown      | 11.000                              | 0.00     | 0.00               | 5102           |
| Riverdale Funding  | 227,000.00                               | 35,54 Bidg H              | 370,000       | Unkindarı   | Rújmoum      | 11.000                              | 0.00     | 0.00               | 5102           |
|  |  |                           |               |             |              | Zirki.                              |          |                    | ļ              |
|  | ::+47;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;; |                           |               |             |              |                                     |          |                    |                |
|  |  |                           |               |             |              |                                     |          |                    |                |
| Chimortgage  | 204,250.00                               | 05/2004<br>2969 Sweetbr   | ar 179,500    | Unknown     | Unknown      | 8.450 M                             | 00,0     | 0.00               | \$102          |
| □ Nationstar   | 63,472.00                                |                           | 040 -50       | Unknown     | Unknows      | 8.50                                | 0.00     | 0.00               | 8588           |

October 14, 2016

RIVERDALE FUNDING, LLC. Jeff Jenkins 207 Mockingbird Lane Suite 402 Johnson City TN, 37604 Phone: (423) 328-1161

Email: jjenkins@riverdalefunding.com

Carte Santa Constitution Control (Constitution Constitution Constituti

Ms. Cassandra Landry Alliance for Change Through Treatment, LLC 3556 Habersham at Northlake, Bldg. H Tucker, GA 30084

Re: Commercial Loan to Alliance for Change Through Treatment, LLC

Dear Ms. Landry:

This letter confirms the terms and conditions upon which Riverdale Funding, LLC (hereinafter referred to as the "Lender"), or its assignee(s) or affiliates, agrees to lend to Alliance for Change Through Treatment, LLC (hereinafter referred to as the "Borrower") the principal sum of \$227,000.00 (said principal amount together with interest thereon is hereinafter referred to as the "Loan") subject to the following terms, provisions, limitations and conditions:

### 1. Interest, Repayment and Term.

During the term of the Loan, the outstanding principal of the Loan shall bear interest at a fixed rate per annum equal to eleven percent (11%).

During the term of the Loan, payments of interest only shall be paid monthly in arrears, such monthly payments shall commence on the first day of the second calendar month following the closing. Contemporaneously with and as a condition of the closing of the Loan, the Borrower shall establish an interest and escrow reserve account with the Lender in an amount equal to twelve (12) months' interest and escrow payments, from which the monthly payments on the Loan shall be remitted to the Lender.

The entire principal balance of the Loan, together with all unpaid interest and fees, shall be due and payable in a balloon payment on the date which is one year from the date of the closing (the "Maturity Date").

#### 2. Commitment Fee.

Borrower shall pay to Lender a commitment fee in the amount of \$13,620.00, of which an advance commitment fee of \$4,000.00 shall be returned to Lender with this commitment letter and the balance, of \$9,620.00, is to be paid at closing. Notwithstanding anything herein to the contrary, his commitment fee shall be deemed to have been fully earned upon the execution of this commitment letter and shall be due and payable in full from the Borrower and/or any Guarantor regardless of whether the

Borrowek\_JHC

Guarantor

Mrs. Cassandra Landry Alliance for Change Through Treatment, LLC October 14, 2016 Page 2

Loan closes or not, so long as the failure to close the Loan is not the result of a default or failure by Riverdale Funding, its successors and/or assigns. Should this loan not close as a result of the default or failure by Riverdale Funding, its successors and/or assigns, said advance commitment fee shall be returned to the Borrower in full without offset.

### 3. Prepayment.

The Borrower may prepay the Loan indebtedness in whole or in part any time upon fifteen (15) days prior written notice to the Lender (the "Prepayment Notice"). All full or partial prepayments of principal shall be applied first to the payment of unpaid late charges, then to accrued and unpaid interest, and the balance on the account of the unpaid principal in inverse order of maturity. Such partial prepayments shall not affect the Borrower's obligation to make regular installments required thereunder until the entire Note balance is fully paid.

### 4. Guarantor

The note evidencing the Loan shall be unconditionally guaranteed by Ms. Cassandra Landry.

### 5. Security/Documentation.

This commitment letter is intended to set forth the general terms under which the Loan will be made and does not set forth each and every provision which will be included in the Loan Documents. All closing documents for the Loan shall be substantially consistent with this letter and shall contain such other terms and conditions as are customarily required by the Lender in transactions of this nature, and may be required by counsel to the Lender.

In addition to other items of collateral or security as provided elsewhere herein, the Loan shall be secured by:

Mortgage/Deed of Trust. A valid first lien upon the Borrower's fee simple interest in certain real estate owned by Borrower at 3556 Habersham at Northlake, Bldg. H, Tucker, Georgia, together with all appurtenances to said property and all other buildings and improvements now or hereafter erected thereon. The final legal description of the mortgaged premises shall be satisfactory to the Lender. There shall be included under the lien of the Lender's mortgage all open space land, all proposed public or private roadways or portions thereof, all drainage, utility, or other easements, and all other similar lands, easements, appurtenances, or rights which may be reasonably necessary in order to develop and/or use the mortgaged property in the intended manner.

Security Agreement. A valid blanket first lien on and security interest in and to all personal property and fixtures of Borrower or Guarantor used or usable or incidental to the use and operation of the mortgaged property, whether now owned or later acquired. Borrower and/or Guarantor shall execute at closing a UCC-1 for filing with the Secretary of State.

Borrower. J47C

Guarantor:

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Ms. Cassandra Landry Alliance for Change Through Treatment, LLC October 14, 2016 Page 9

- (d) There exists no default under the Loan documents and no event or condition which could become a default with the passage of time or giving of notice;
- (e) Borrower accepting this commitment on or before October 18, 2016 by signing and returning the enclosed copy of this letter to Lender with the applicable fees;
- (f) Satisfaction of all other conditions and requirements set forth in this Commitment Letter;
- (g) Lender's review of the credit report of Borrower and Guarantor and determination that the same is satisfactory to Lender in its sole discretion; and
- (h) Lender's receipt and approval of an appraisal, addressed to Lender, indicating that the mortgaged property located at 3556 Habersham at Northlake, Bldg. H, Tucker, GA has a value of not less than \$884,000.00. Lender shall also receive a broker's price opinion satisfactory to it in its sole discretion. In the event the Lender determines that the appraisal does not support the proposed loan amount, Lender may offer a counterproposal to lend a different amount. In the event the Borrower does not accept the Lender's counterproposal, the prepaid portion of the commitment fee shall be returned to the Borrower.

### 20. Reliance.

Neither this commitment nor any obligation or undertaking of Lender set forth in this Commitment Letter, may be relied on by third parties without the express consent of Lender to such reliance.

Very truly yours,

RIVERDALE FUNDING, LLC

Joseph Hughi

The undersigned hereby accepts this commitment and agrees to be bound by its terms and provisions.

Alliance for Change Through Treatment, LLC

Date: 11/15/00/6

Date: 1/15/2016

Borrower CHA

By (Womchaste

CASSONCHOTLANILY / CEO

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Atlanta Office 171 17th Street NW, Suite 2100 Atlanta, GA 30363-1031 Direct phone: 404.873.8718 Direct fax: 404.873.8719 E-mail: david.mcalister@agg.com

June 26, 2018

### CERTIFIED MAIL RETURN RECEIPT REQUESTED

Alliance for Change Through Treatment, LLC 3556 Habersham at Northlake, Building H Tucker, Georgia 30084

NO

- Re: (i) Promissory Note, dated December 9, 2016 from Alliance for Change Through Treatment, LLC ("Borrower") to Woodbridge Mortgage Investment Fund 3A, LLC ("Woodbridge"), in the original principal amount of \$227,000.00, as assigned by Woodbridge to Silverleaf Funding, LLC ("Lender") (the "Note")
  - (ii) Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement, dated December 9, 2016, from Borrower to Woodbridge, recorded in Deed Book 25998, Page 1, DeKalb County, Georgia records, as assigned by Woodbridge to Lender (collectively, the "Security Deed"), with respect to property at 3556 Habersham at Northlake, Building H, Tucker, Georgia

#### Gentlemen:

Our firm represents Lender, the owner and holder of the above-referenced Note and Security Deed (collectively with all other documents evidencing, securing or guaranteeing the Note, the "Loan Documents").

Each of the Loan Documents is now in default because of the failure to perform all of the obligations owed to Lender under the terms and conditions of the Loan Documents, including the failure to make principal and/or interest payments as required under the Loan Documents.

In accordance with the terms and conditions of the Loan Documents, the entire amount of the present outstanding balance of both principal and accrued interest on indebtedness secured by the Security Deed (all such monies due on said indebtedness hereinafter collectively referred to as the "Amounts Due") has been and is hereby declared by Lender to be immediately due and payable.

Unless the Amounts Due are paid in full within ten (10) days from the receipt of this letter, the provision for attorneys' fees in the Loan Documents will be enforced, as provided by O.C.G.A. §13-11, and you will be required to pay such stipulated attorneys' fees. The payment for attorneys' fees

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Alliance for Change Through Treatment, LLC June 26, 2018 Page 2

will be in addition to your obligation to pay the Amounts Due. If you pay the Amounts Due within ten (10) days after the receipt of this letter, you will not be required to pay the attorneys' fees.

This letter shall also serve as notice that Lender will immediately initiate foreclosure proceedings against the property encumbered by the Security Deed and also exercise its other rights under the Security Deed, which rights will be in addition to the rights which are executed, noticed or discussed herein. The sale under the Security Deed is to be scheduled for the first Tuesday in August, 2018, between the hours of 10:00 a.m. and 4:00 p.m. on the steps of the Courthouse for DeKalb County, Georgia.

Enclosed is a copy of the Notice of Sale which has been or will be submitted to the publisher of the legal newspaper for DeKalb County. All inquiries concerning the Amounts Due, payments and correspondence regarding this matter should be directed to the undersigned.

Georgia law requires that this notice letter include the name, address and telephone number of the individual or entity who shall have authority to negotiate, amend and modify any and all terms of the Loan Documents, although Lender is not required to negotiate, amend or modify any of the Loan Documents. The name, address and telephone number of such entity is: Silverleaf Funding, LLC, 14140 Ventura Boulevard, Suite 302, Sherman Oaks, California 91423 [747-247-2820].

A copy of this letter is also being sent to you by regular mail. Refusal of delivery is deemed, under the law, to be equivalent to notice. A copy of this letter is being mailed to the guarantor.

Sincerely,

ARNALL GOLDEN GREGORY LLP

David B. McAlister

DBM:drb Enclosure

CC:

Ms. Cassandra Landry (w/encl)

Mr. George Shoup (email – w/encl)

Mr. Daniel Stermer (email - w/ encl)

Mr. David Dachelet (email - w/encl)

DAVID S. KLEIN, Esq. 404-856-0540 dklein@randllaw.com



Attorneys at Law 2800 North Druid Hills Road Building B, Suite 100 Atlanta, Georgia 30329

### August 17, 2018

VIA U.S. MAIL
VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Alliance For Change Through Treatment, LLC and All Other Occupants 3556 Habersham at Northlake Building H Tucker, Georgia 30084

VIA U.S. MAIL VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Alliance For Change Through Treatment, LLC and All Other Occupants 3554 Habersham at Northlake Building H Tucker, Georgia 30084

RE: <u>Demand for Possession of 3556 Habersham at Northlake, Building H.</u>
Tucker, Georgia 30084 (the "Property")

Dear Sir/Madam:

This law firm represents King Group Mgmt, LLC and Sukhmani Investments, LLC ("Owners") concerning the Property. The Owners purchased the Property at a foreclosure sale on August 7, 2018. As an occupant after the foreclosure sale of the Property, you are considered to be a tenant at sufferance under Georgia law.

Accordingly, demand is hereby made that you immediately vacate the Property. If you fail to vacate the Property, my client(s) will be forced to file a dispossessory action against you pursuant to O.C.G.A. § 44-7-50 et seq.

If you wish to make arrangements to voluntarily vacate the Property, please contact my office at the number or e-mail listed above within three (3) days of receipt of this letter.

Sincerely,

ROUNTREE & LEITMAN, LLC

David S. Klein

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### IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

WOODBRIDGE GROUP OF COMPANIES, LLC, et al., 1

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Docket Ref. Nos. 2396, 2397, & 2398

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING ON CONFIRMATION OF PLAN AND PROCEDURES AND DEADLINE FOR OBJECTING TO CONFIRMATION OF PLAN, AND (IV) PROCEDURES AND DEADLINE FOR VOTING ON PLAN

### PLEASE TAKE NOTICE OF THE FOLLOWING:

- (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court"), having jurisdiction over the chapter 11 cases of the above-captioned debtors (the "Debtors"), approved the Disclosure Statement for the First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and Its Affiliated Debtors [Docket No. 2398] (as it may be amended, supplemented, or modified from time to time, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code (the "Bankruptcy Code"), and authorized the Debtors to solicit votes to accept or reject the First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and Its Affiliated Debtors [Docket No. 2397] (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof, the "Plan"), a copy of which is annexed as Exhibit A to the Disclosure Statement.
- 1. Deadline for Voting on the Plan. By the Disclosure Statement Order, the Bankruptcy Court established October 8, 2018 at 4:00 p.m. (ET) (the "Voting Deadline") as the deadline by which Ballots accepting or rejecting the Plan must be received. Only Holders of Claims in Classes 3, 4, 5, and 6 under the Plan are entitled to vote on the Plan and will receive Ballots for casting such votes. To be counted, original Ballots must actually be received on or before the Voting Deadline by Garden City Group, LLC (the "Voting Agent") at:

If by First Class Mail:
Woodbridge Group of Companies, LLC
c/o Garden City Group, LLC

If by Overnight Mail or Hand Delivery Woodbridge Group of Companies, LLC c/o Garden City Group, LLC

The last four digits of Woodbridge Group of Companies, LLC's federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors' noticing and claims agent at <a href="https://www.gardencitygroup.com/cases/WGC">www.gardencitygroup.com/cases/WGC</a>, or by contacting the undersigned counsel for the Debtors.

All capitalized terms used but not otherwise defined herein shall have the meaning provided to them in the Plan.

### Exculpation and Limitation of Liability.

On the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, to the maximum extent permitted by law, none of the Exculpated Parties shall have or incur any liability to any Person, including to any Holder of a Claim or an Equity Interest, for any prepetition or postpetition act or omission in connection with, relating to, or arising out of the Debtors, the Chapter 11 Cases, the formulation, negotiation, preparation, dissemination, solicitation of acceptances, implementation, confirmation, or consummation of the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created, executed, or contemplated in connection with the Plan, or the administration of the Plan or the property to be distributed under the Plan; provided, however, that nothing in this Section 11 12 shall release or otherwise affect any Person's rights under the Plan or the Confirmation Order; and provided, further, that the exculpation provisions of this Section 11.12 shall not apply to acts or omissions constituting actual fraud or willful misconduct by such Exculpated Party as determined by a Final Order. For purposes of the foregoing, it is expressly understood that any act or omission effected with the approval of the Bankruptcy Court conclusively will be deemed not to constitute actual fraud or willful misconduct unless the approval of the Bankruptcy Court was obtained by fraud or misrepresentation, and in all respects, the Exculpated Parties shall be entitled to rely on the written advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan, and administration thereof. The Confirmation Order shall serve as a permanent injunction against any Person seeking to enforce any Causes of Action against the Exculpated Parties that are encompassed by the exculpation provided by this Section 11.12 of the Plan.

### Term of Injunctions or Stays.

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays in the Chapter 11 Cases under Bankruptcy Code sections 105 or 362 or otherwise, and extant as of the Confirmation Hearing (excluding any injunctions or stays contained in or arising from the Plan or the Confirmation Order), shall remain in full force and effect through and inclusive of the Effective Date.

5. Additional Copies of Documents. Copies of the Plan are available for review free of charge at http://cases.gardencitygroup.com/wgc/. In addition, copies of the Plan are available upon written request to the Debtors' Voting Agent at Woodbridge Group of Companies, LLC, c/o Garden City Group, LLC, P.O. Box 10545, Dublin, Ohio 43017-0208, or by contacting the Voting Agent via email to WGCInfo@choosegcg.com with "Woodbridge Solicitation" referenced in the subject line.

Dated: August 22, 2018

/s/ Sean M. Beach

YOUNG CONAWAY STARGATT &

TAYLOR, LLP

Sean M. Beach (No. 4070)

Edmon L. Morton (No. 3856)

Ian J. Bambrick (No. 5455) Betsy L. Feldman (No. 6410)

Rodney Square, 1000 North King Street

Wilmington, Delaware 19801

Tel: (302)

(302) 576-3266

Fax: (302) 571-1253

KLEE, TUCHIN, BOGDANOFF & STERN LLP

Kenneth N. Klee (pro hac vice)

Michael L. Tuchin (pro hac vice)

David A. Fidler (pro hac vice)
Jonathan M. Weiss (pro hac vice)

1999 Avenue of the Stars, 39th Floor

Los Angeles, California 90067

Tel: (310) 407-4000

Fax: (310) 407-9090

Counsel for the Debtors and Debtors in Possession

| Creditor (                   |           | Claim                    | Claim                | Claim                | Principal | Int. |
|------------------------------|-----------|--------------------------|----------------------|----------------------|-----------|------|
| Varne                        | Class     | Scheduled                | Asserted             | Allowed              | Pald      | Paid |
| IRST FRANKLIN                | Unsecured | 0.00                     | NA                   | NA                   | 0.00      | 0.00 |
| irst franklin                | Unsecured | 0.00                     | NA                   | NA                   | 0.00      | 0,00 |
| first franklin               | Secured   | 700                      | NA                   | NA                   | 0.00      | 0.0  |
| 3A DEPT OF COMMUNITY HEALTI  | Unsecured |                          | NA                   | NA                   | 0.00      | 0.0  |
| Great America financial serv | Unsecured | 1,000                    | NA                   | NA                   | 0.00      | 0.0  |
| I AND R BLOCK                | Unsecured | 0.00                     | NA                   | NA                   | 0,00      | 0.0  |
| HAND R BLOCK                 | Unsecured | 0.00                     | NA                   | NA                   | 0.00      | 0.0  |
| HAND R BLOCK                 | Unsecured | 0.00                     | NA                   | NA                   | 0.00      | 0.0  |
| HAND R BLOCK                 | Unsecured | 0.00                     | NA                   | NA                   | 0.00      | 0.0  |
| HAND R BLOCK                 | Unsecured | 0.00                     | NA                   | NA                   | 0.00      | 0.0  |
| HOMEBANC MORTGAGE            | Unsecured | 0.00                     | NA                   | NA                   | 0.00      | 0.0  |
| HOMEBANC MORTGAGE            | Unsecured | 0.00                     | NA                   | NA                   | 0.00      | 0.0  |
| HOMEWARD RESIDENTIAL INC     | Secured   | -                        | NA                   | NA                   | 0,00      | 0.0  |
| HOMEWARD RESIDENTIAL INC     | Secured   | -30-700-80-              | NA                   | NΛ                   | 0.00      | 0.0  |
| HURON LAW GROUP              | Unsecured | 2.000.00                 | NA                   | NA                   | 0.00      | 0.0  |
| INTERNAL REVENUE SERVICE     | Priority  |                          |                      |                      | 0.00      | 0.0  |
| IP Morgan Chase Bank, N.A.   | Secured   | ~ 400 TO 100             | 0.00                 | 0.00                 | 0.00      | 0.0  |
| JPMORGAN CHASE BANK NA       | Secured   | 400                      |                      | 79,232.00            | 0.00      | 0.0  |
| MIDLAND FUNDING LLC          | Unsecured |                          | - 2,000              | 9,000.99             | 0.00      | 0.0  |
| NATCHEZ TRACE HOA, INC.      | Secured   | -                        | 7.00                 | 2.031.27             | 0.00      | 0.0  |
| NATIONSTAR                   | Secured   |                          | NA                   | , NV                 | 0.00      | 0,0  |
| NEIMAN MARCUS                | Unsecured | - 13,000                 | NA                   | NA                   | 0.00      | 0,0  |
| OCWEN LOAN SVC/OPTION ONE    | Unsecured | 0.00                     | NA                   | NA                   | 0,00      | 0.0  |
| OCWEN LOAN/NATIONSTAR        | Secured   | *257,F10100              | NA                   | NA                   | 0.00      | 0.0  |
| OUANTUM3 GROUP LLC           | Unsecured | NA                       | 100,000              | <b>-18237</b>        | 0.00      | 0.0  |
| READYCAP LENDING             | Secured   | -455,000F73>             | NA                   | NA                   | 0.00      | 0.0  |
| READYCAP LENDING             | Secured   | 104.000.00               | NA                   | NA                   | 0.00      | 0,0  |
| REGENCY MORTGAGE             | Unsecured | 0.00                     | NA                   | NA                   | 0.00      | D.0  |
| · ·                          | Secured   | 10040400                 | NA                   | NA                   | 0.00      | 0.0  |
| REGIONS MORTGAGE             | Secured   |                          | NA                   | NA                   | 0.00      | 0.0  |
| RIVERDALE FUNDING            | Secured   | 200,000,000              | NA                   | NA                   | 0.00      | 0.0  |
| RIVERDALE FUNDING            |           | 0.00                     | NA                   | NA                   | 0.00      | 0.6  |
| RIVERDALE FUNDING            | Unsecured | 300.00                   | NA<br>NA             | NA                   | 0.00      | 0.   |
| ADVANTAGE COLLECTION         | Unsecured |                          | NA<br>NA             | NA.                  | 0.00      | 0.   |
| SELECT PORTFOLIO SERVICES    | Unsecured | 0.00                     | NA                   | NA.                  | 0.00      | 0.   |
| SOUND TELECOM                | Unsecured |                          | NA<br>NA             | NA.                  | 0.00      | 0.   |
| SOUTHWEST CHASE              | Unsecured | <del></del>              | -                    |                      | 0.00      | 0.   |
| THE DOWNS HOMEOWNERS ASSC    | Secured   | <del>(46453)</del>       |                      | <del>2,911.5</del> 5 | 0,00      | 0.   |
| TITLEMAX OF GEORGIA          | Secured   | 40                       | NA                   | NA                   | 0.00      | 0.   |
| VALERI BURNOUGH              | Unsecured |                          | 333300               | 344000000            |           | 0.   |
| VERIPRO SÓLUTIONS            | Secured   |                          | NA                   | NA                   | 0.00      |      |
| VERIPRO SOLUTIONS, INC       | Secured   | 0.00                     | <del>9;882;0</del> 0 |                      | 0.00      | 0    |
| WELLS FARGO                  | Secured   | <del>. 157,113.0</del> 9 | . NA                 | NA                   | 0.00      | 0    |
| WILMINGTON SAVINGS FUND SOC  | Secured   | 168,023.00               |                      | 47,400-25            | 0.00      | 0    |
| WILMINGTON TRUST COMPANY     | Secured   | 1.5000.00                | - 30 gg angra        | 26,500.81            | 0.00      | 0    |
| WILSHIRE CREDIT CORP.        | Secured   | <del>177, 100.</del> 00  | NA                   | NA                   | 0.00      | 0    |
| WOODBRIDGE MORTGAGE INVER    | Unsecured | 227,000.00               | 223,693.54           | 0.00                 | 0.00      | C    |

| Summary of Disbursements to Creditors: |             |             |          |
|--|-------------|-------------|----------|
| f<br>:                                 | Claim       | Principal   | Interest |
|  | Allowed     | <u>Paid</u> | Paid     |
| Secured Payments:                      |             | <u> </u>    |          |
| Mortgage Ongoing                       | \$0.00      | \$0.00      | \$0.00   |
| Mortgage Arrearage                     |             | \$0.00      | \$0.00   |
| Debt Secured by Vehicle                | \$0.00      | \$0.00      | \$0.00   |
| All Other Secured                      | G-10-10-10- | \$0.00      | \$0.00   |
| TOTAL SECURED:                         |             | \$0.00      | \$0.00   |
| Priority Unsecured Payments:           |             |             |          |
| Domestic Support Arrearage             | \$0.00      | \$0.00      | \$0.00   |
| Domestic Support Ongoing               | \$0.00      | \$0.00      | \$0.00   |
| All Other Priority                     | \$5,000     | \$0.00      | \$0.00   |
| TOTAL PRIORITY:                        | 200         | \$0.00      | \$0.00   |
| GENERAL UNSECURED PAYMENTS             | SECTION     | \$0.00      | \$0.0    |

### Disbursements:

Expenses of Administration
Disbursements to Creditors

\$0,00

### TOTAL DISBURSEMENTS:

<del>\$369.5</del>

12) The trustee certifies that the foregoing summary is true and complete and all administrative matters for which the trustee is responsible have been completed. The trustee requests that the trustee be discharged and granted such relief as may be just and proper.

Dated: 09/18/2018 By:/s/ Melissa J. Davey

Trustee

STATEMENT: This Unified Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

UST Form 101-13-FR-S (9/1/2009)

### IN THE MAGISTRATE COURT OF DEKALB COUNTY

### STATE OF GEORGIA

ReadyCap Lending LLP

Plaintiff,

vs.

CASE NO. 18D46674A

Alliance for Change Through Treatment, LLC

Defendant.

### ORDER OF STAY PURSUANT TO BANKRUPTCY

The Defendant having filed a Chapter 13 Bankruptcy proceeding in the United States Bankruptcy Court for the Northern District of Georgia, being Case No. 18-55697.

IT IS HEREBY ORDERED that this instant action be, and the same is hereby

stayed pending further order of this Court.

SO ORDERED, this 35 day of June, 2018.

AGISTRATE COURT OF DEKALB COUNTY

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

| N RE: | BANKRUPTCY CASE |
|-------|-----------------|
|       |                 |

CASSANDRA JOHNSON LANDRY, NO. <u>18-55697-lrc</u>

Debtor. CHAPTER 7

KING GROUP MGMT, LLC, and SUKHMANI INVESTMENTS, LLC,

Movants,

VS. CONTESTED MATTER

CASSANDRA JOHNSON LANDRY, Debtor, S. GREGORY HAYS, Trustee,

Respondents.

### **CERTIFICATE OF SERVICE**

This is to certify that I have this day served the foregoing **Notice of Hearing and Motion for Relief from the Automatic Stay** on the following parties by depositing in the United States mail a copy of same in a properly addressed envelope with adequate postage affixed thereon to assure delivery to:

### Cassandra Johnson Landry

869 Natchez Valley Trace Grayson, GA 30017

S. Gregory Hays

Hays Financial Consulting, LLC Suite 555 2964 Peachtree Road Atlanta, GA 30305

### **United States Trustee**

362 Richard Russell Building 75 Ted Turner Drive, SW Atlanta, GA 30303

This 13th day of December, 2018.

/s/ David S. Klein David Klein, Georgia Bar No. 183389 dklein@randllaw.com